

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

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In re FEDEX GROUND PACKAGE  
SYSTEM, INC., EMPLOYMENT  
PRACTICES LITIGATION

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) Case No. 3:05-MD-527 RLM  
) (MDL 1700)  
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THIS DOCUMENT RELATES TO:

*Paul Kelly, et al. v. FedEx Ground*  
*Package System, Inc.,*  
Civil No. 3:08cv336 RLM-MGG (OH)

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OPINION AND ORDER

Twenty proposed class actions in this multi-district litigation docket came before me on March 13-14 for fairness hearings. The cases are on limited remand from the court of appeals, where nineteen of them awaited resolution. The Judicial Panel on Multi-District Litigation centralized the cases under 28 U.S.C. § 1407, but the cases haven't been consolidated, so each proposed settlement must be examined separately.

I. HISTORY OF THE MDL DOCKET

In August 2005, the JPMDL granted (over the plaintiffs' objections) FedEx Ground's second request to centralize a series of cases in which FedEx Ground drivers claimed to be employees, rather than the independent contractors their employment contracts announced. The Panel reasoned that economies were to be gained because all drivers were governed by the same contract. The MDL process proved cumbersome. Even if the wording of each contract was the same,

each state's agency law varied, and differences in operation from one terminal to the next had the potential of affecting the decision.

The number of cases in the MDL docket eventually grew to 40. I appointed attorneys from three law firms to serve as co-lead counsel: Lockridge Grindal Nauen P.L.L.P. of Minneapolis, Harwood Feffer LLP of New York City, and Leonard Carder LLP of Oakland. I also appointed attorneys from three other firms – Cureton Caplan, P.C. of Delran, NJ; Siegel, Brill, Greupner, Duffy & Foster, P.A. of Minneapolis; and Zimmerman Reed P.L.L.P. of Minneapolis – to complete the plaintiffs' steering committee.

The stakes were enormous. Not only did the plaintiffs' co-lead counsel seek to represent upwards of 10,000 arguably under-compensated drivers, but the attack on drivers' independent contractor status threatened FedEx Ground's entire business model.

Consistent with those stakes, discovery was more than extensive. Although damages discovery was deferred, merits discovery and class discovery were conducted simultaneously. Some 3.2 million documents were produced and analyzed; seventeen sets of interrogatories were answered; 215 named plaintiffs answered fifteen requests for admission and sat for depositions; 105 FedEx Ground personnel sat for daylong depositions; 20 expert witnesses produced reports and sat for daylong depositions; *Daubert* motions were filed and defended. The class representatives were heavily involved in tracking down records and documents, as well as in preparing for, and giving, their own depositions.

The plaintiffs filed class certification motions in each of the cases; FedEx Ground opposed each motion. The plaintiffs filed an omnibus fact memorandum supported by 65 bankers' boxes of documents. In 2007 and 2008, I certified classes in 26 of the then-40 cases, and in all of the 20 on limited remand from the court of appeals. FedEx Ground sought interlocutory appellate review of the certification grants, and the plaintiffs successfully opposed that effort. Class notifications were hampered by spotty databases.

Sixty summary judgment motions and briefing followed. The drivers filed a 75-page statement of undisputed material facts with citations to 12 volumes. In 2010 and 2011, I denied a few of FedEx Ground's summary judgment motions but granted most, and granted all in the 20 cases now on limited remand. With respect to some of the cases, I suggested remand and the Panel sent the cases back to the transferor courts. Co-lead counsel appealed the summary judgment grants in these 20 cases to the United States Court of Appeals for the Seventh Circuit; in most of those cases, FedEx Ground cross-appealed the class certifications.

In both this court and the court of appeals, the parties recommended that the Kansas *Craig* case be addressed first, as something of a quasi-bellwether case. After briefing and argument, the court of appeals certified the employee/independent contractor case to the Kansas Supreme Court, which devised a new 18-part test and answered the certified question in the drivers' favor. Craig v. FedEx Ground Package Sys., Inc., 335 P.3d 66 (Kan. 2014). The court of appeals ultimately reversed my grant of summary judgment to FedEx

Ground in *Craig*, and remanded the case. In re FedEx Ground Package Sys., Inc. Emp't Practices Litig., 792 F.3d 818 (7th Cir. 2015). In addition to the reversal in the Kansas case, rulings in other courts were trending toward findings of employee status, see Alexander v. FedEx Ground Package Sys., Inc., 765 F.3d 981 (9th Cir. 2014) (California law); Slayman v. FedEx Ground Package Sys., Inc., 765 F.3d 1033 (9th Cir. 2015) (Oregon law), or at least toward fact issues for trial. See Gray v. FedEx Ground Package Sys., Inc., 799 F.3d 995 (8th Cir. 2015) (Missouri law); Carlson v. FedEx Ground Package Sys., Inc., 787 F.3d 1313 (11th Cir. 2015) (Florida law).

The parties didn't immediately ask me to find for the Kansas drivers on liability and suggest remand to the United States District Court for the District of Kansas. Instead, the parties had chosen a mediator in an effort to resolve all of the cases remaining in the Seventh Circuit.

Each case was mediated separately, with some cases requiring several sessions. Each case was mediated with an eye on the governing law, which varied from case to case. The mediation spanned four weeks. The drivers and FedEx Ground exchanged experts' views as to the maximum recovery for each case if the drivers prevailed across the board. Settlements were reached in each case, and the court granted preliminary approval of each of the settlements. The plaintiffs then retained Rust Consulting to administer the settlements.

I conducted fairness hearings on March 13 and 14, 2017, and on March 15 and 16, I notified the court of appeals of my inclination to enter final approval

of the class settlements. The court of appeals entered a second limited remand order on March 22 to allow me to do so.

## II. FAIRNESS OF THE SETTLEMENT

Parties can't settle class actions without the court finding that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e); Synfuel Technologies, Inc. v. DHL Express (USA), Inc., 463 F.3d 646, 652 (7th Cir. 2006); *see also* EEOC v. Hiram Walker & Sons, Inc., 768 F.2d 884, 889 (7th Cir. 1985) ("The district court may not deny approval of a consent decree unless it is unfair, unreasonable, or inadequate."). In that effort, we in this circuit consider several circumstantial factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

Wong v. Accretive Health, Inc., 773 F.3d 859, 863 (7th Cir. 2014) (quoting Gautreaux v. Pierce, 690 F.2d 616, 631 (7th Cir. 1982)). Of those, the first is the most important. Martin v. Reid, 818 F.3d 302, 306 (7th Cir. 2016).

The *Kelly* case was filed in the Northern District of Ohio in May 2008, and was centralized in this court under 28 U.S.C. § 1407 in July 2008. I granted the plaintiffs' motion for certification of a class in July 2009, and granted summary judgment to FedEx Ground in December 2010, finding that the plaintiffs were independent contractors under Ohio law. The class appealed.

In June 2016, the parties reached a proposed settlement. FedEx Ground would pay \$8,350,000 to the plaintiffs. For each workweek of 35 or more hours during the class period, each class member would receive \$24.42; for each workweek of 16-35 hours, each class member would receive \$8.55. No class member would receive less than a \$250 lump sum. The average recovery per class member would be \$6,363, with the highest share being \$20,611. No plaintiff would be required to fill out, or collect the information needed for, a claim form. No part of the settlement fund would revert to FedEx Ground if anything were left over.

The proposed settlement resulted from arms-length negotiations with a private mediator. Each side took stock of potential liability and damages under Ohio law. The class consulted an expert in accounting and damages, who concluded that the maximum recovery the plaintiffs could achieve would be \$32,525,766. FedEx Ground assessed the claims' value at about 15 percent of that. The proposed settlement amounts to about 26 percent of the plaintiffs' estimate of a perfect outcome.

A perfect outcome would be a long way off. At this point, my ruling that these drivers are independent contractors under Ohio law is the only judicial determination. The class would need for the court of appeals to find my ruling to have been in error; such an appellate ruling might consist only of a determination that Ohio drivers might be employees, but a trial is needed. Such a ruling would be followed by a likely FedEx Ground motion to decertify the class (seeking to exclude drivers who hired others to handle routes and arguing that

“full time” drivers would be too difficult to identify), a remand to the district court in Ohio, and a need to overcome defenses FedEx Ground didn't need to raise at the summary judgment stage (FedEx Ground had succeeded on some of those defenses in other states). If the plaintiffs prevailed at trial, FedEx Ground would likely appeal. Before the settlement, then, the class needed to string together victories in many skirmishes, beginning with a reversal in the court of appeals. The position of an appellant is not one of strength. And receipt of any money by any plaintiffs would be a long time off, well beyond the eleven years already invested in this litigation.

The plan for giving notice of the proposed settlement, and the third party administrator's execution of the plan, are detailed thoroughly in the papers supporting the plaintiffs' motions, and comply with the preliminary approval order, Federal Rule of Civil Procedure 23(e), and 28 U.S.C. § 1715.

One class member has objected to the proposed settlement. Jack Ryan objected because the settlement didn't include anything for his claim of unlawful termination. But this class action didn't involve claims about unlawful terminations: it addressed whether the drivers were employees rather than independent contractors and, if so, the extent to which the drivers were damaged by being misclassified. Including individual claims like Mr. Ryan's would have made it harder for the case to proceed as a class action. Mr. Ryan's objection – even if he's right that he was unlawfully terminated – doesn't affect my analysis of the reasonableness and fairness of the way the class proposes to settle this case.

Every settlement is a compromise, but this settlement achieves a good percentage of what the plaintiffs might have won had the case ever reached trial. In the absence of settlement, the best case scenario for the class is probably complex, would very likely take many more years, and is certain to be expensive – perhaps more than what has been incurred to get to this point. There is minimal opposition or objection. There is no indication or suggestion of collusion. Based on all of this, I find that the proposed settlement is fair, reasonable and adequate.

### III. ATTORNEY FEES

Plaintiffs' co-lead counsel seek an award of attorney fees of \$2,505,000 from the settlement amount. Our court of appeals favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to *ex ante*. See In re Synthroid Marketing Litig., 325 F.3d 974, 979-980 (7th Cir. 2003). As co-lead counsel calculate, that would be 30 percent of the \$8.35 million settlement fund. As I understand the law of this circuit, I must take another step or two before I can determine attorney fees.

In Redman v. RadioShack Corp., 768 F.3d 622, 630 (7th Cir. 2014), the court of appeals explained that if we simply divide the gross settlement figure by the attorney fee request, we saddle the class members with the costs of administration, which benefit the attorneys as well as the class members. Accordingly, the court explained, “[t]he ratio that is relevant to assessing the



reasonableness of the attorneys' fee that the parties agreed to is the ratio of (1) the fee to (2) the fee plus what the class members received." Id.

In their memorandum in support of their motion for final approval, co-lead counsel expect the \$8,350,000 class settlement fund to be allocated and distributed this way: about \$5,556,500 to the class; \$2,505,000 (if I award what counsel seek) for attorney's fees and costs; \$100,000 to the third-party administrator for settlement administration; \$15,0000 (if I award what counsel seek) in service fees for each of 7 the named class representatives; and about \$83,500 (1 percent of the settlement) for a reserve fund for later payments to any self-identified class members.

The affidavit of the third-party administrator's representative in support of the plaintiffs' motion for final approval estimates that about \$67,732 is needed for settlement administration [Doc. No. 2906]. The exhibit attached to the settlement agreement itself estimates about \$55,287 for settlement administration [Doc. No. 2654-8]. I will base the amount withheld for administrative costs on the third-party administrator's estimates, and will authorize payment up to \$75,000 for the cost of settlement administration, to provide an adequate buffer for any additional costs that may be incurred.

The service fees and the reserve fund would go to class members, so the total going to class members plus the requested attorney fees (and costs) would be \$8,275,000. A 30 percent fee, as calculated in accordance with *Redman v. RadioShack*, would be \$2,482,500.

The objectors in the New Jersey case filed a motion to treat all of the settlements as an aggregate “megafund,” and award much lower percentages for attorney fees across the board. At the fairness hearing, counsel for the New Jersey objectors didn’t persuade me that the New Jersey objectors have standing to object to proposed settlements in cases to which they aren’t parties. I am denying their requests to treat these cases as a single “megafund,” but the ruling and its reasoning are to be found only in the opinion and order in the New Jersey case – the case in which the objectors have standing.

The Manual for Complex Litigation reports that in deciding an award of attorney fees, courts should consider the size of the fund to be shared by the attorneys and class members; the number of class members who will share; any understandings on attorney compensation methods actually reached at the outset of the attorney-client relationship; any side agreements class counsel might have made; any objections by class members; the attorneys’ skill and efficiency; the litigation’s complexity and duration; the risks of nonrecovery and nonpayment; the amount of time reasonably devoted to the case by counsel (a factor not favored in our circuit); and awards in similar cases. Manual for Complex Litigation (Fourth) § 14.121 (2004). Guides to determining a prevailing market rate include comparable contracts, data from large common-pool cases where fees were privately negotiated, and information on class-counsel auctions. In re Synthroid Marketing Litig., 264 F.3d 712, 719-722 (7th Cir. 2001). I must bear in mind that the greater the fee award, the lower the recovery by each class member. Redman v. RadioShack, 768 F.3d at 629. In evaluating

these factors, I have relied on the convincing affidavit of Professor Brian T. Fitzpatrick, as well as the rest of the record in this case.

There have been no objections to the fee request (Mr. Ryan objected only to the amount FedEx Ground was to pay), I have no information that any side agreements are involved, and the attorneys involved as co-lead counsel are very capable and experienced in wage and hour litigation (and they faced very capable and experienced attorneys that FedEx Ground hired). The size of the common fund is \$8,275,000 after the third party administrator is paid, and up to 878 class members will share in the recovery.

The named plaintiffs and their attorneys agreed at the outset of the litigation that counsel would be compensated with 33 percent of any recovery.

The duration of the litigation has been far greater than usual – this case is nearly 9 years old. In part, that duration reflects this case’s having been co-mingled with the other cases in the MDL docket – it would have taken a judge in the Northern District of Ohio far less time to resolve class certification issues and summary judgment motions under Ohio law than it took me to decide such things under the laws of 40 or so states – but it also reflects the complexity and risk involved. This class attacked FedEx Ground’s business model, which was firmly grounded on the principle of using independent contractors rather than employees. The class members had a lot at stake, as shown by the damages expert’s opinion that the class might recover more than \$32 million, if everything broke for the plaintiffs. This was no nuisance suit or likely coupon settlement. A hard battle was predictable from day one.

The attorneys handled this case on a pure contingent fee basis. Whatever investment they made in discovery and briefing of class certification and summary judgment motion was made largely in 2008 – nine years ago, give or take a year. That’s much longer than average for contingent fee attorneys in class actions, according to Professor Fitzpatrick.

The plaintiffs wielded novel common law theories to establish their employee status. The plaintiffs proceeded without the benefit of well-developed law and with untested legal theories. They faced (and overcame) a challenge in obtaining certification of a statewide class that included drivers with single routes, drivers with multiple routes, drivers who hired others to handle a route, drivers who signed employment contracts and those who signed as corporate entities. So while the plaintiffs’ bar generally views wage and hour cases as undesirable, Mr. Kelly and his fellow drivers presented challenges that went well beyond the normal wage and hour case. The risk of non-liability and no compensation was great; these plaintiffs were in the court of appeals trying to reverse a finding of no-liability.

With all of that in their way, class counsel – armed primarily by a new direction in Kansas law and a few federal court of appeals decisions in cases the Panel remanded to transferor courts – achieved a truly remarkable result. FedEx Ground agreed to pay \$8.35 million, reflecting about 26 percent of what the plaintiffs thought they could recover if they ran the table.

Professor Fitzpatrick’s analysis of recent cases from our circuit – which seems to have a greater preference than other circuits for the percentage-of-the-

fund method of valuation – supports a fee award of 30 percent of the fund to be shared by counsel and class members. He reports that the average and median findings of market rate in contingent fee awards in labor and employment cases were 34.3 percent and 33.3 percent. He also noted that the awards he studied addressed only attorney fees and not expenses; co-lead counsel have included expenses within their requests. Plaintiffs’ counsel report that expenses incurred in the MDL docket (not just in the Ohio case) exceeded \$7,713,000.

In some settings, the prevailing market rate for class counsel depends in part on the expected size of the payout at the end of the litigation. Professor Fitzpatrick concedes that his sample of awards in labor and employment class actions didn’t include recoveries in large amounts. In the setting of a securities class action, the court of appeals said “[d]ata show that 27.5% is well above the norm for cases in which \$100 million or more changes hands. Eisenberg and Miller find that the mean award from settlements in the \$100 to \$250 million range is 12% and the median 10.2%.” Silverman v. Motorola Solutions, Inc., 739 F.3d 956, 958 (7th Cir. 2013).

The size of this class action settlement is much smaller than the \$200 million involved in *Silverman v. Motorola Solutions*. But it blinks reality to ignore that while this case was settled individually, it’s one of 20 that remain on the MDL docket, and the aggregate proposed settlements total more than \$200 million, and far more when counting cases that have already been remanded. The remanded California case settled for \$226.5 million on its own. See Alexander v. FedEx Ground Package Sys., Inc., No. 05-cv-38, 2016 WL

3351017 (N.D. Cal. June 15, 2016). There's no doubt that much of the discovery behind these cases overlapped, and that co-lead counsel applied a concerted strategy in moving them to settlement. On the other hand, class counsel applied laws specific to Ohio and conducted case-specific discovery. The settlement I am considering at this point only involves the Ohio plaintiffs and fees.

*Silverman v. Motorola Solutions* doesn't present an apples-to-apples analysis. First, Professor Fitzpatrick points out that securities cases like *Silverman v. Motorola Solutions* differ from wage and hour litigation in many ways, not least of which that class certification in securities cases is nearly automatic under today's laws. In *Kelly v. FedEx Ground*, as with all the other cases in this MDL docket, class counsel fought hard to get large classes certified, and (at the time of the settlements) would have seen those certifications revisited in every case in which they prevailed at the court of appeals.

Second, it's not clear that the *Silverman v. Motorola Solutions* analysis applies, or applies fully, to our case. As already noted, the settlement amount in this case – the *Kelly v. FedEx Ground* case – isn't even in the ballpark of what was involved in *Silverman v. Motorola Solutions*; I have to look at many other cases even to reach the \$50 million amount the *Silverman* court also mentioned.

It's also not clear whether I am expected, or even allowed, to consider the nature of the plaintiffs involved in a case. The plaintiffs in *Silverman* were investors in Motorola; the class representatives were institutional investors. *Silverman v. Motorola, Inc.*, No. 07-C-4507, 2012 WL 1597388, at \*4 (N.D. Ill. May 7, 2012). Institutional investors are likely to be more sophisticated

in the market for legal services than the individual drivers in this case, and so likelier to agree at the outset to a tapered fee arrangement rather than a simple percentage-of-the-recovery arrangement.

Third, if I am to consider the other settlements in this MDL docket, it seems appropriate to consider as well that these named plaintiffs agreed at the outset to pay the attorney 33 percent of any recovery, without limitation as to how much the recovery might be. None of the class representatives in the 20 cases remanded to me have fee agreements for any percentage less than 30 percent.

A lodestar cross-check – inquiring into billable hours and billing rates – isn’t encouraged in this circuit, *see Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 638 (7th Cir. 2011); *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998), and I’m not undertaking such a cross-check. A very complex examination of time sheets, hourly rates in various markets, and records would be needed to arrive at a true lodestar figure for this case alone. Co-lead counsel report, just in case, that across this litigation (not just this case), co-lead counsel and their firms have devoted more than 149,393 hours, producing an unadjusted collective lodestar fee of \$74,540,341 had they billed by the hour. It would take only a modest 1.3 multiplier, co-lead counsel tell me, for the lodestar calculation to match the percentage-of-the-fund calculation across the litigation.

Even identifying the precise amount attributable to work on the cases remaining in the MDL would be difficult. In *Alexander v. FedEx Ground*, for example, Judge Chen attributed about \$12.4 million in lodestar work on the

MDL to *Alexander*. See Alexander v. FedEx Ground, No. 05-cv-38, 2016 WL 3351017, at \*3 (N.D. Cal. June 15, 2016). This would need to be subtracted out of co-lead counsel's estimated lodestar figure for the MDL, but the fee award in that case is on appeal and might be adjusted. The fee award is unpaid. Fee awards in other remanded cases total \$6,304,893, and I would need to deduct the amount of fees expected to be paid in those that can be attributed to work on cases still in the MDL. I don't have an accurate way to calculate the denominator from which I can then derive a multiplier.

It seems inescapable that there is a significant spillover between the 20 cases remaining in MDL-1700. For example, the appeal/certification/re-argument in the *Craig v. FedEx Ground* case from Kansas clearly benefitted all of the classes; it was part of the trend in the law that seemed to be shifting away from FedEx Ground's legal position. The depositions co-lead counsel took of FedEx Ground's national officers produced information that applied to all of the cases. But the spillover might be less than it appears at first blush. Substantial discovery surrounded local dispatch terminals, and the lion's share of the briefs on class certification and summary judgment were devoted to the specific laws of the various states.

For me to count up, or assign weight to, the various points I have discussed (effectively transforming them into "factors") would be inconsistent with the law of our circuit. It would be what our court of appeals has called "chopped salad". In Re Synthroid Marketing Litig., 264 F.3d at 719. But these



are the reasons I conclude that the requested 30 percent (after accounting for the costs of administration) produces a reasonable attorney fee:

1. At the outset of the attorney-client relationship, it would have been plain to the clients and attorneys that this litigation would be hard fought and would take years. FedEx Ground's very business model was at stake, and, if the class was defined broadly, the drivers would have hundreds of thousands – maybe millions – at stake. The history of this case – what would have been the future at the outset of the relationship – was even worse, with the case being centralized in a multidistrict litigation docket, the extensive discovery already discussed, and a decade of litigation, and no end in sight that would benefit the plaintiffs.
2. Because of the anticipated duration of the case, it also would have been plain to all that the attorneys would have to turn away prospective clients and tie up their own funds for the life of the case.
3. Counsel produced exceptional results in the face of long odds. Ohio law provided no assurance of success, and these plaintiffs were appellants at the time of the settlement. See Redman v. RadioShack, 768 F.3d at 633 (“the central consideration is what class counsel achieved for the members of the class rather than how much effort class counsel invested in the litigation.”).
4. The amount of recovery would have been a fraction of what this settlement proposal contains had counsel not persuaded me to certify a class that included drivers with a single work area, drivers with

multiple work areas, drivers who contracted with FedEx Ground under a corporate identity, and drivers who simply hired others to cover some of their assigned routes.

5. Of the 20 fee contracts in the cases that remain in MDL-1700, none set a percentage of the recovery less than the 30 percent requested here, and some set the percentage at one-third of any recovery.
6. There is nothing from which I can infer that unsophisticated (in the market for legal services) clients – when compared with institutional plaintiffs – would request a tapered-fee arrangement.
7. The fee request, unlike those to which it might be compared, includes expenses rather than seeking them separately. While I can't say how much is attributable to the Ohio case as opposed to the others co-lead counsel was handling, the overall total of expenses was \$7.7 million.
8. Nobody has objected to co-lead counsel's fee request.

For all of these reasons, I approve, in large part, the proposed settlement agreement's proposed award of attorneys' fees and expenses in the total amount of \$2,482,500 (30 percent of the gross settlement amount, less the cost of administration).

#### IV. SERVICE AWARDS TO CLASS REPRESENTATIVE

Class counsel request service awards of \$15,000 to each of the 7 class representatives. They explain that (in addition to the extraordinary duration of their service) the class representatives did far more than the average class

representative. Reams of records had to be collected, the class representatives (like each class representative in the companion cases) sat for a grueling day-long deposition. Class counsel notes that the requested awards are in line with several that have been approved in cases from within this circuit, citing Cook v. Niedert, 142 F.3d at 1016 (\$25,000); In re Southwest Airlines Voucher Litig., No. 11 C 8176, 2013 WL 4510197, at \*11 (N.D. Ill., Aug. 26, 2013) (\$15,000 to 2 plaintiffs); Heekin v. Anthem, Inc., No. 05-cv-1908, 2012 WL 5878032 at \*1 (S.D. Ind. Nov. 20, 2012) (\$25,000); Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc., No. 07 C 2898, 2012 WL 651727, at \*17 (N.D. Ill. Feb. 28, 2012); (\$25,000 to each of 7 plaintiffs); Will v. Gen. Dynamics Corp., Civ. No. 06-698, 2010 WL 4818174, at \*4 (S.D. Ill. Nov. 22, 2010) (\$25,000 to 3 plaintiffs). No objections were directed to this request.

The request for \$15,000 service awards for each of the class representatives is just, fair and reasonable.

#### V. CONCLUSION

Based on the foregoing, the court:

(1) OVERRULES Jack Ryan's objection to the proposed settlement [3:08cv336, Doc. No. 80].

(2) GRANTS the plaintiffs' unopposed motion for final approval of the Ohio class action settlement calling for payment of \$8,350,000 to the plaintiffs [Doc. No. 2875].

(3) GRANTS IN PART the plaintiffs' motion for attorney's fees and costs [Doc. No. 2797]; AWARDS class representatives Russell Jackson, Dean Johnson, Paul Kelly, Adelbert Lawrence, Kenneth Miner, Robert Velo, and Thomas Wezlick \$15,000 each for their services in this case; DIRECTS payment of that amount from the class settlement fund to them, in accordance with the terms of the settlement agreement; and AWARDS plaintiffs' counsel \$2,482,500 for their services on this case.

(4) ORDERS that:

A. The parties shall perform, or cause to be performed, the remaining terms of the settlement as set forth in the settlement agreement. The court authorizes the payment by the settlement administrator of the settlement funds in accordance with the terms of the settlement agreement.

B. Prior timely opt-outs on the list maintained by the claims administrator are not included in, or bound by, this order and final judgment. Those timely opt-outs are not entitled to any recovery from the settlement proceeds obtained through this settlement.

3. The court hereby DISMISSES with prejudice this action, specifically including the Released Claims, with each party to bear its own costs and attorney's fees, except as provided below. The court incorporates the Class Action Settlement Agreement [Doc. No. 2654-1] by reference in this order.

As set forth in the Settlement Agreement, "Release Claims" means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys' fees, obligations, judgments,

expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by the plaintiffs and class members and/or by their affiliated business entities (if any), or any of them, as against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in this lawsuit or, whether or not asserted, could have been brought arising out of or related to the allegations of misclassification of plaintiffs and class members as independent contractors set forth in the operative complaint; and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to claims under the Declaratory Judgment Act, 28 U.S.C. § 2201; and common law claims for fraud, breach of contract, unjust enrichment, rescission, or declaratory judgment. The release excludes claims arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq. Further definitions of “Released Claims” can be found in Sec. I, para. S of the Settlement Agreement [Doc. No. 2654-1].

“Releasees” means: “(a) [FedEx Ground], and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) [FedEx Ground’s] past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers.” (Settlement Agreement, Sec I, para. T). “Release Period” refers to the time period from May 15, 2002 through April 30, 2016. (Settlement Agreement, Sec. I, para. U). [Doc. No. 2654-1].

D. Upon the entry of this order, the plaintiffs and all class members shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against all Releasees. “Class members” include “All persons who: 1) entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES); 2) drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from May 15, 2002 through July 27, 2009 to provide package pick-up and delivery services pursuant to the Operating Agreement; and 3) were dispatched out of a terminal in the state of Ohio.” [Doc. No. 2654-1]. A list of the class members is attached to this order as Exhibit A. To the extent additional individuals are identified who qualify as class members under the terms of the settlement agreement, they will be bound by this order.

E. Upon the entry of this final approval order, the plaintiffs and all class members are barred and enjoined from asserting, filing, maintaining, or prosecuting, or in any way participating in the assertion, filing, maintenance or prosecution, of any action asserting any Released Claim against any of the Releasees, as set forth in and in accordance with the terms of the settlement agreement. Nothing in this order shall in any way impair or restrict the right of the parties to enforce the terms of the settlement.

F. The Parties’ agreed upon procedure for disbursement of the \$83,500 reserve fund provided for in the Settlement Agreement and the Plaintiffs’ Motion for Final Approval [Doc. No. 2875], with such claims to be paid approximately 220 days after checks are issued to pay the claims of persons who fit the class

definition but who were not previously identified as members of the plaintiff class according to the settlement formula described in the Settlement Agreement, is APPROVED. FedEx Ground will submit a list containing the names of such persons within 220 days of this order; this list will supplement the class member list attached as Exhibit A and such persons will be bound by this order.

G. The parties' request for appointment of Ohio Legal Assistance Foundation, Inc., 10 W Broad St. #950, Columbus, OH 43215 to be the *cy pres* beneficiary is APPROVED.

H. Neither the settlement, nor any act performed or document executed pursuant to or in furtherance of the settlement, is or may be deemed to be or may be used as: (a) an admission of, or evidence of, the validity of any Released Claim or any wrongdoing or liability of any Releasee; (b) an admission or concession by the plaintiff or any class member of any infirmity in the claims asserted in the operative complaint filed in this action; (c) an admission of, or evidence of, any fault or omission of any of the Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

I. The third-party administrator, Rust Consulting, Inc., may retain up to \$75,000 as compensation for settlement administration.

J. Without affecting the finality of this judgment in any way, the court retains continuing jurisdiction over: (1) the enforcement of this order and final judgment; (2) the enforcement of the settlement agreement; (3) the distribution of the settlement proceeds to the class members and the *cy pres* beneficiary; and

(4) objections, if any, to class counsel's proposed allocation of attorney's fees to plaintiffs' counsel to be submitted to the court.

The clerk of this court is directed to enter judgment accordingly.

SO ORDERED.

ENTERED: April 28, 2017

/s/ Robert L. Miller, Jr.  
Judge  
United States District Court



Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
1	12000012	COPAS, DUSTIN W	5 C INC			
2	12000029	SMITH, AARON				
3	12000036	PORTER, JOHN CHUCK	AARROW TRUCKING CORP			
4	12000043	NASRA, AHMAD				
5	12000050	FOLKERT, ALAN D				
6	12000067	SIMMONS, KEITH	AMAZON TRANSPORT LLC			
7	12000074	CHRISMAN, ANDREW				
8	12000081	FOLEY, ANDREW				
9	12000098	PENNY, ANGELA				
10	12000104	JURINA, ANTHONY ALLEN				
11	12000111	BROUSSARD, ANTHONY				
12	12000128	SVEDA, ANTHONY JAMES	ADEVs CO			
13	12000135	SULLINS, BRET V				
14	12000142	MILLER, BRIAN				
15	12000159	COWDERY, BRYAN SCOTT	BRYAN COWDERY INC			
16	12000166	BORK, BURT				
17	12000173	MAZUR, CATHLEEN ANN				
18	12000180	ZOLMAN, CHAD BRADLEY	ZOLMAN TRUCKING CO- INC			
19	12000197	CARR, CHAD M	CHAD CARR TRUCKING INC			
20	12000203	PERRY, CHAD JAMES				
21	12000210	BAUMAN, CHARLES FRANCIS	C F BAUMAN PROPERTIES, INC			
22	12000227	MITCHELL, CHARLIE				
23	12000234	HAMILTON, CHRIS A				
24	12000241	BABEL, CHRISTOPHER	CHRIS BABEL, INC			
25	12000258	BOYD, CHRISTOPHER				
26	12000265	REEDY, CHRISTOPHER				
27	12000272	SLANE, CHRISTOPHER				
28	12000289	CICAK, STEPHEN	CICAK PARCEL DELIVERY SERVICE	CICAK PARCEL DELIVERY SERVICE INC		
29	12000296	MEYERS, CLAUD FARRELL	FIFTH ELEMENT ENTERPRISE INC			
30	12000302	BROWN, DALE				
31	12000319	CRAMER, DAN L				
32	12000326	DEBROSSE, DANIEL C	D N S TRANSPORTATION INC			
33	12000333	JACKSON, DANIEL				
34	12000340	SMITH, DANIEL MARK				
35	12000357	REIDER, DANIEL				
36	12000364	RUMINSKI, DANIEL				
37	12000371	LOVICH, DANIEL JOSEPH	DANLOV ENTERPRISES LLC	DANLOV ENTERPRISES, INC		
38	12000388	JONES, DAVID AARON	DAVID JONES TRUCKING INC			
39	12000395	COLLINS, DAVID				
40	12000401	BOWEN, DAVID EDWARD	D E BOWEN, INC			
41	12000418	DAZELL, DAVID JAMES				
42	12000425	MADSEN, DAVID				
43	12000432	WATTERS, DAVID				
44	12000449	DAVY, DALE	DAVY TRANSPORTATION, INC			
45	12000456	PRESTON, FLORENCE				
46	12000463	SORKIN, AMY	DELIVERY CONCEPTS INC			
47	12000470	BASTON, DENNIS P	INTEGRA LOGISTICS INC			
48	12000487	MCARTHUR II, ROBERT LANE	DESERT TRANSPORT, LLC	TWIN PALMS DELIVERY, INC		
49	12000494	KEITH DETIBERIIS	DETI INC			
50	12000500	FORTUNE, DONALD LEE				
51	12000517	WHITMORE, DONALD				
52	12000524	SARLIE, DOUGLAS EDWARD				
53	12000531	SMATHERS, DOUGLAS RAY				
54	12000548	BUTT, DOUGLAS RAYMOND				
55	12000555	TENNANT, DANIEL JARED	DT DELIVERY LLC	DT DELIVERY, INC		
56	12000562	SANBORN, DUSTIN KYLE	DNT INC			
57	12000579	NEWMAN, EDWIN				
58	12000586	STARLING, ELBERT				
59	12000593	BAECKER, ERIC D	"E" EXPRESS INC			
60	12000609	HOWELL, FRANK M				
61	12000616	PENDELL, GLEN	G J T INC	G J T INC		
62	12000623	FREEMAN, GARY				
63	12000630	BYERS, GARY STEVEN				
64	12000647	STEVENS, GARY				

Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
65	12000654	SCHULTE, STEVEN	GIDDY-UP HAULING INC			
66	12000661	GLAUB, RUSSELL A	GLAUB INC			
67	12000678	ROBERT, GLYN				
68	12000685	STUMP, GORDON L	GORDON CARTAGE INC			
69	12000692	GARVIN, ART	GARVIN LOGISTICS LLC	GARVIN LOGISTICS INC		
70	12000708	BRECKENRIDGE, ROBERT	BOBS TRUCKING	BRECKENRIDGE TRUCKING INC		
71	12000715	CARTER, BRIAN	SHELLBRICAR TRUCKING INC			
72	12000722	WEIBERG, JOSHUA A	FED ONE EXPEDITING INC			
73	12000739	ABISALLOUM, GILBERT				
74	12000746	GRAY III, GORDON WILLIS	GWG LIMITED	THIRTY3 INC		
75	12000753	EVANS, GREGORY A				
76	12000760	KERSTEN, GREGORY DALE				
77	12000777	WEBB, PAMELA	A & W QUALITY PRODUCTS LLC			
78	12000784	HEINZE, ANDREW JAMES				
79	12000791	WELSH, ANDREW MICHAEL	ANDREW WELSH, INC			
80	12000807	LUCE, ANTONIO				
81	12000814	PALIOBEIS, ART	AD PALCO INC			
82	12000821	FULMER, JEFFREY R	BAILEY MINI-MART INC			
83	12000838	LEVINE, BENJAMIN				
84	12000845	JONES, BERNARD A				
85	12000852	PATONAI, JAMES M	BIG BLUE DELIVERY SERVICE INC			
86	12000869	SMITH, BRAD				
87	12000876	ALBRIGHT, BRIAN				
88	12000883	BOWDLE, BRIAN	PUMPKIN EXPRESS, INC			
89	12000890	RENNER, BRIAN				
90	12000906	BROCK, DAVE	BROCK TRANSPORT INC			
91	12000913	CLAY, CARTER R				
92	12000920	STAUFFER, DONALD	CASCADE SHIPPING INC			
93	12000937	BUNTING, CHARLES				
94	12000944	CONRAD, CHARLES RYAN				
95	12000951	ADKINS, CHARLEY L				
96	12000968	AMBROSE, CHRISTOPHER				
97	12000975	JOHN, CHRISTOPHER				
98	12000982	NEAL, DARRYL	CJWN INC			
99	12000999	WILLIAMS, KARL	CRUISER LOGISTICS GROUP INC			
100	12001002	BECK, DOUGLAS J	D&J TRANSFER INC			
101	12001019	RHODEN, DARWIN BRUCE				
102	12001026	DANKO, DAVID JOSEPH				
103	12001033	DEITRICK, DAVID				
104	12001040	HABURN, DAVID W	HABURN ENTERPRISES INC	DAVID HABURN ENTERPRISES INC		
105	12001057	KOENIGSEKER, DAVID				
106	12001064	PERRY, DAVID				
107	12001071	GALLAHER, DEANNA L				
108	12001088	GRAU, DENNIS				
109	12001095	DUNAWAY, DAVID	DUNAWAY TRUCKING INC			
110	12001101	DUNCAN, MIKE	DUNCAN ENTERPRISES NEOH LLC			
111	12001118	CLAYPOOL, DUSTIN N	DNC ENTERPRISES INC			
112	12001125	STOCKER, LISA DAWN	STOCKER, LISA DAWN	ECHO BAY LLC		
113	12001132	NORRIS, TIMOTHY H	EXPRESS TREK LLC			
114	12001149	JACKSON, FRANKLIN				
115	12001156	POLEN, DAVID SCOTT	FREEDOM DELIVERIES LTD			
116	12001163	FREEMAN, WILLIAM T	FREEMAN EXPRESS INC			
117	12001170	PETERSON, NICK	FREMONT GROUND TRUCKING INC			
118	12001187	SWANK, GARY L	MAXIMUM PERFORMANCE TRUCKING INC			
119	12001194	MACAUDA, GEORGE	GEORGE MACAUDA & SON INC			
120	12001200	MCDOWELL, GREG				
121	12001217	PANICK, GREGORY				
122	12001224	COMBS, GREGORY PHILLIP				
123	12001231	MUNCY, GEORGE	GTM EXPRESS LLC			
124	12001248	DAMIS, CHRISTOPHER ANDREW	H 2 H DELIVERY SYSTEMS LLC	WESTSIDE DELIVERIES, INC		
125	12001255	GERHART, HAROLD W				
126	12001262	HARRER, STEVEN	HARRER'S TRUCKING INC			
127	12001279	KNIFFIN, HARRY				
128	12001286	JONES, HEATHER MICHELLE				

Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
129	12001293	HATFIELD, HENRY				
130	12001309	KEYSON, AMY BETH	HOBBS LOGISTICS INC			
131	12001316	BITTERMAN, HOLLY ANN				
132	12001323	CASE, JAMES MICHAEL	J&M CASE TRANSPORTATION LLC	J&M CASE TRANSPORTATION INC		
133	12001330	ADKINS, JIMMY DOW	J AND M TRUCKING INC			
134	12001347	FRITZ, JOSEPH PAUL	J FRITZ LLC	IRELAND EXPRESS CORPORATION		
135	12001354	EULETT, J MICHAEL				
136	12001361	SIMONS, KEMBLE TAYLOR	J SIMONS TWO	ANNAPOLIS SOLUTIONS INC		
137	12001378	VENTRESCO, JOSEPH	J&G COURIER INC			
138	12001385	WILSON, JEFFREY H	J H WILSON INC			
139	12001392	BADACZEWSKI, JOSEPH ANTHONY	J A B GROUND CREW INC			
140	12001408	MULVANEY, JERALD L	JLM INC	J L MULVANEY INC		
141	12001415	KITZMILLER, JACK	TAYLORTOWN TRUCKING, INC			
142	12001422	HICKS, RAY	JACKSON & HICKS ENTERPRISES			
143	12001439	COOK, JAMEL	MEC TRUCKING, INC			
144	12001446	SMITH, JAMES A				
145	12001453	DATKULIAK, JAMES				
146	12001460	WELLING II, JAMES G				
147	12001477	HITE, JAMES	JBH TRUCKING INC			
148	12001484	MULLENNIEX, JAMES				
149	12001491	ROACH, JAMES				
150	12001507	STOKES, JAMES				
151	12001514	AVENELLE, ELEANOR	JANEVA EXPRESS			
152	12001521	WISE, JASON L	JLW TRANSPORT LLC	BLACK DIAMOND LOGISTICS, INC		
153	12001538	WYAN, TAYLOR SCOTT	JAVA INVESTMENTS LLC	JAVA INVESTMENTS INC		
154	12001545	CASS, JAY D				
155	12001552	JAY, GARY	JAY'S R P S INC			
156	12001569	WAID, JASON D	JDW PARCEL DELIVERY INC			
157	12001576	DITTRICH, JEFF				
158	12001583	RICE, JEFF	RICE TRANSPORT INC			
159	12001590	BARGERSTOCK, JEFFREY	J C BARG INC			
160	12001606	HEISLER, JEFFREY D				
161	12001613	FLOWERS, JEFFREY	JEFFREY FLOWERS INC			
162	12001620	GADZALA, JEFFREY				
163	12001637	WALKOWSKI, JEFFREY J				
164	12001644	FISHER, JEFFREY L				
165	12001651	BARTRAM, JEFFREY RAY				
166	12001668	LOEDE, JEFFREY S				
167	12001675	SARCHET, JEFFERY CURTIS				
168	12001682	FLAX, JERRY				
169	12001699	WARNER, JERRY L	J L WARNER TRUCKING INC			
170	12001705	SNOWDEN, JESSE D	SNOWDEN, INC			
171	12001712	POTOK, JOE				
172	12001729	ADAMS JR , JOHN C				
173	12001736	PRUNER, JOHN D				
174	12001743	TOTH, JOHN ERIC				
175	12001750	LOCKWOOD, JOHN	J & J PARCEL EXPRESS INC			
176	12001767	POAST, JOHN				
177	12001774	POCZONTEK, JOHN ROBER	J & M POCZONTEK, INC			
178	12001781	WASHINGTON, JONATHON L				
179	12001798	MILLER, JOSEPH A	J & S LOGISTICS INC			
180	12001804	DESARO, JOSEPH				
181	12001811	GANO, JOSEPH L				
182	12001828	BALKE, JOSEPH R				
183	12001835	HESS, JOSHUA A				
184	12001842	HIMES, JOSHUA				
185	12001859	VANBUSKIRK, JUSTIN RYAN	JRV TRANSPORTATION LLC	JRV TRANSPORTATION, INC		
186	12001866	OBRIEN, JEFFREY	US EXPEDITING, INC			
187	12001873	JAMES, JEFF	JTKS LTD	JTKS, INC		
188	12001880	THOMAS, JUDITH				
189	12001897	CANTRELL, JUSTIN	J CANTRELL ENTERPRISES INC			
190	12001903	MEDDINGS, JUSTIN O				
191	12001910	PERRY, JUSTIN				
192	12001927	CARR, KEVIN	KEC SHIPPING, INC			

Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
193	12001934	BARNWELL, KEITH ANTHONY				
194	12001941	YODER, KEITH				
195	12001958	BARBER, KEN	KB SERVICES INC			
196	12001965	MINER, KEN				
197	12001972	ALMO, KENNETH				
198	12001989	ACHAUER, KENNETH H				
199	12001996	STUCKEY, KENNETH J				
200	12002009	HAMMOND, KENNETH L	KENNETH HAMMOND INC			
201	12002016	EMMERS, KENT K				
202	12002023	CALAHAN, KERRY				
203	12002030	KERSHNER, KEITH	KERSHNER DELIVERY INC			
204	12002047	ANTHONY, KEVIN A				
205	12002054	COX, KEVIN	COXCO ENTERPRISES INC			
206	12002061	FECK, KEVIN				
207	12002078	GIBSON, KEVIN				
208	12002085	HISCOX, KEVIN	DELIVERIES & STUFF INC			
209	12002092	ROWE, KEVIN				
210	12002108	KEITH, KIMBERLY				
211	12002115	STOTZ, KRISTOPHER	CAS MANAGEMENT, INC			
212	12002122	FREDRIKS, KYLE				
213	12002139	KYSER, RANDY	KYSCO LLC			
214	12002146	FREEMAN, ANDRE L	L & R INCORPORATED	ADTE, INC		
215	12002153	NEACE, LACY				
216	12002160	LAMBERT, GEORGE E	LAMBERT EXPRESS, INC			
217	12002177	HARRISON, LARRY	LD HARRISON INC			
218	12002184	NEWBY, JEROME E	LETS ROLL OUT LTD			
219	12002191	GEYER, LONNIE DEAN				
220	12002207	GOODWIN, MARSHALL	M J GOODWIN INC			
221	12002214	HOEFLER, MARC JOSEPH	MJ LOGISTICS INC			
222	12002221	MAJOR, JEFFREY	MAJOR GROUND EXPRESS CORP			
223	12002238	MAKEEFF, JERAMY D	MA KEEFF TRUCKING INC			
224	12002245	ABUMATHKOUR, SULTAN MUSTAFA	MALAK DELIVERY INC			
225	12002252	WEYRICK, MARC A				
226	12002269	MANKAS, MARIO IVAN				
227	12002276	CRUZ, MARITZA				
228	12002283	KEELY, MARTIN				
229	12002290	MCCARTHY, MARY J	STOP AND DROP INC			
230	12002306	MYERS, MARY				
231	12002313	COLSON, MATTHEW G				
232	12002320	BURNS, MAURICE				
233	12002337	MCCROD, KENT	MCCORD TRUCKING INC			
234	12002344	BOROFF, MICHAEL				
235	12002351	BRANCIFORT, MICHAEL				
236	12002368	HAMILTON, MICHAEL C	SKH MANAGEMENT, INC			
237	12002375	BROWN, MICHAEL DAVID	MIKE D BROWN INC			
238	12002382	DAVIS, MICHAEL				
239	12002399	WYNN, MICHAEL DOUGLAS	WYNN'S DELIVERY INCORPORATED			
240	12002405	CAMBONI, MICHAEL E	M E CAMBONI DELIVERY SERVICE, INC			
241	12002412	WOSSUM, MICHAEL LEWAYNE	M A S K EXPEDITED, INC			
242	12002429	RIKE, MICHAEL				
243	12002436	MARTIN, MIKE	MICHAEL MARTIN DISTRIBUTING, INC			
244	12002443	MOODY, STEVEN W	MOODY ENTERPRISES LLC	MOODY ENTERPRISES INC		
245	12002450	MUNSON, ANNE M	MUNSON DELIVERY LTD			
246	12002467	SCHWEITZER, MIKE	MWS COURIER SERVICE LLC			
247	12002474	FRESH, NATHAN				
248	12002481	SPICKNALL, MARK	NEW ERA ENTERPRISES INC			
249	12002498	LARSON, NICHOLAS MICHAEL	LN&M EXPRESS INC			
250	12002504	COSGRAY, BRUCE	NORTH WEST DELIVERY			
251	12002511	DURICHKO, JON HOOD	NORTHCOAST EXPRESS SVCS INC	JD XPRESS, INC		
252	12002528	LUEBRECHT, RICHARD ALAN	OBSIDIAN EXPEDITED SERVICES LTD			
253	12002535	SMITH, MICHAEL RAY	OXYRO INC			
254	12002542	BARNHART JR, PAUL	P & D INC			
255	12002559	BITNER, PAUL J				
256	12002566	MILLBROOK, PAUL				

Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
257	12002573	PENCIL, CATHY	PENCIL PACKAGE DELIVERY, INC			
258	12002580	PERGINS, PETER				
259	12002597	WALTER, PHIL				
260	12002603	SCHAEFFER, PHILIP BURL	ANS INC			
261	12002610	MCNABB, STEVEN	PSMAC LTD			
262	12002627	QUINN, BARRY	QKH EXPRESS INC			
263	12002634	BAILEY, RICK	R BAILEY INC			
264	12002641	KALEY, RALPH G				
265	12002658	SAYLOR, RAND				
266	12002665	JOHNSON, RAY				
267	12002672	SANCHEZ, RAY				
268	12002689	BOWEN, RAYMOND				
269	12002696	BROWN, ROY SAMUEL	RBZ ENTERPRISES INC			
270	12002702	JOHNSON, REGINALD				
271	12002719	GROSSHEIM, RICHARD CORY				
272	12002726	BRUCH, RICHARD	B & L DELIVERY INC			
273	12002733	FRAZIER, RICHARD	FRAZIER PACKAGE EXPRESS COMPANY			
274	12002740	JOHNSON, RICHARD				
275	12002757	KEITH, RICHARD THOMAS	ADDISON TRANSPORTATION INC			
276	12002764	LAWHUN, RICHARD				
277	12002771	FINLEY, RICHARD LEE				
278	12002788	NEMETH, RICHARD				
279	12002795	WOODS, RICK ADAM	RW & AW INC			
280	12002801	FORMAN, ROB V				
281	12002818	MILLER, ROBERT D				
282	12002825	RICHARDS JR , ROBERT EUGENE				
283	12002832	HAVILAND, ROBERT	ROBERT HAVILAND INC			
284	12002849	LAYNE, ROBERT				
285	12002856	SHIVELY, ROBERT				
286	12002863	ROBERTSON, ROGER D	GNR SPECIALTIES, INC			
287	12002870	MEADOWS, ROGER DALE	RD MEADOWS INC			
288	12002887	RABOLD, RONALD B	BYRON TRANSPORTATION, INC			
289	12002894	MOORE, RONALD K				
290	12002900	WILLIAMS SR, RONALD	TERRON TRANSPORTATION			
291	12002917	COLVIN, RONNAL				
292	12002924	RUEF, STEVEN	RUEF INC			
293	12002931	JACKSON, RUSSELL	STONEWALL JACKSON INC			
294	12002948	HALL, RYAN				
295	12002955	JARRETT, RYAN M	RYAN JARRETT INC			
296	12002962	SALYERS, ROB	SALYERS TRANSPORT INC			
297	12002979	SINGLETON, RICHARD A	SAR TRUCKING INC	ANURIAH TRUCKING, INC		
298	12002986	SCHILLING, SHAWN	SCHILLING INC			
299	12002993	SCHROEDER, BARRY	SCHROEDER ENTERPRISES, INC			
300	12003006	LEVITT II, STEPHEN C	SCL LOGISTICS INC			
301	12003013	CHISLER, SCOTT A				
302	12003020	COLLINS, SCOTT				
303	12003037	STEELE, SCOTT EDWARD				
304	12003044	JONES, SANDRA	SDJ DELIVERIES LLC			
305	12003051	ANBAR, SELEIM SALIH				
306	12003068	BOLLEN, SHANE J	SJ BOLLEN INC	BST FREIGHT INC		
307	12003075	KRAUTLARGER, SHEILA				
308	12003082	HARRIEL, SHERMAN	SDH DELIVERIES, INC			
309	12003099	SIFFER, MATTHEW J	SIFFER INC			
310	12003105	ELGIE, VICTOR M	SIMPLE SERVICE INC			
311	12003112	BYERS, DAVID ADAM	SLICKER TRUCKING LLC	SLICKER TRUCKING INC		
312	12003129	SORG, DAVID	OPD PROPERTIES LLC	SORG PROPERTIES LLC	SORG PROPERTIES INC	
313	12003136	ODUBOLA, BRIAN L	B O PARCEL SYSTEMS INC	SOURCE ONE DELIVERY SOLUTIONS INC		
314	12003143	THORP, CLIFFORD	SOUTH SHORE SPECIALTIES, INC			
315	12003150	FITZGERALD, MARSHA LYNN	STAR EXPRESS INC			
316	12003167	LENTZ, STEPHANIE				
317	12003174	LANTING, STEPHEN MEYER				
318	12003181	LISTON, STEPHEN THOMAS	TURBO TRUCKING INC			
319	12003198	DAVIS, STEVE	DAVIS DELIVERY CONCEPTS INC			
320	12003204	TOMCSAK, STEVE L	ST COURIER INC			

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321	12003211	PHIPPS, STEVEN				
322	12003228	SCHEUTZOW, STEVE	S&H EXPRESS INC			
323	12003235	URBANSKI, STEVE				
324	12003242	FLOYD, STEVEN CURTIS				
325	12003259	ECKER, STEVEN MICHAEL	STEVEN ECKER TRANSPORT INC			
326	12003266	MORGAN, STEVEN				
327	12003273	STRONG, MIKE	STRONG ARM TRUCKING INC			
328	12003280	DUPREE, TAMETRIA				
329	12003297	TECCO, THOMAS ANDREW	TECCO PACKAGE SERVICE INC			
330	12003303	CZELUSNIAK, THOMAS	CELUZ DELIVERY INC			
331	12003310	LITTLE, THOMAS J	TOM LITTLE, INC			
332	12003327	BLOOM, THOMAS M				
333	12003334	POLLARD, DAVID J				
334	12003341	DEGER, TIM				
335	12003358	DANCH, TIMOTHY A				
336	12003365	COTTON, TIMOTHY ALLEN				
337	12003372	FRITSCH, TIMOTHY				
338	12003389	HARBISON, TIMOTHY	HARBISON DELIVERY, INC			
339	12003396	ORCUTT, TIMOTHY KELVIN				
340	12003402	KNAUFF, TIMOTHY				
341	12003419	LINDSEY, TIM				
342	12003426	NOLAND, TIMOTHY S	TIMZAC, INC			
343	12003433	ANDERSON, WILLIAM E	TLJ EXPRESS	TLJ TRUCKING INC		
344	12003440	ALLEN, TODD				
345	12003457	BALSLEY, TODD C	BALSLEY, INC			
346	12003464	LAUGHLIN, TODD				
347	12003471	WALTERS, TODD	TODD WALTERS INC			
348	12003488	BICKNELL, ANTHONY JOSEPH	TONY BICKNELL INC			
349	12003495	CANALE, TONY DAVID	TONY CANALE LTD	WILDCAT TRUCKING INC		
350	12003501	TREGO, ROGER A	TREGO INCORPORATED			
351	12003518	DILLABOUGH, TROY D				
352	12003525	LEDFORD, TROY				
353	12003532	TURNER, DALE E	TURNER TRANSPORTATION	BAJA TRANSPORT, INC		
354	12003549	PROMARIN, UDOM				
355	12003556	CRAIG, VICKI				
356	12003563	WASHINGTON JR , VICTOR A				
357	12003570	HAGLOCK, WALKER				
358	12003587	SMITH, WALTER K				
359	12003594	WALLACE, WALTER LEON				
360	12003600	ALLSTEADT, RANDY	WARREN JAN & PROP MAINT INC			
361	12003617	KREIS, WELDON LEE				
362	12003624	GROVES, WILLIAM JEFFERSON	GROVES TRUCKING LTD			
363	12003631	KELLER, WILLIAM				
364	12003648	JAMIESON, WILLIAM L				
365	12003655	LIND, WILLIAM				
366	12003662	COWAN, KEN	WIRENET INC			
367	12003679	ALLEN, ZEEMILL				
368	12003686	TURPIN, ART				
369	12003693	HYLLENGREN, BRIAN K	BKH DELIVERY INC			
370	12003709	FREKING, BRIAN	BSF TRUCKING INC			
371	12003716	HUSTON, BRIAN J	BRIAN HUSTON TRUCKING, INC			
372	12003723	CLINE, BRYON				
373	12003730	BOGDANSKI, CHRISTOPHER M				
374	12003747	CLINE, DALE	CLINE DELIVERY SERVICE LTD			
375	12003754	CUMMINGS, JOHN	CUMMINGS EXPRESS CO			
376	12003761	PAYNTER, DAVID E				
377	12003778	BAIN, DESMOND				
378	12003785	PAVLOVICH, EDWARD RONALD	EDEX, LLC	EDEX, INC		
379	12003792	SNYDER, EDWIN				
380	12003808	CAMPBELL, ERIC				
381	12003815	FOREMAN, STEVEN S	FOREMAN FREIGHT INC			
382	12003822	BEATTIE, WILLIAM S	GALT TRANSPORTATION INC			
383	12003839	HUTCHESON, GEORGE				
384	12003846	LANG, GEORGE				

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
385	12003853	SNYDER, GILBERT				
386	12003860	SHEARER, GREG	GREG'S INDEP CONTRACTING CORP			
387	12003877	HALL, MATTHEW	HSH LOGISTICS LTD			
388	12003884	KLUESENER, JAMES	SUNSET WAY INC			
389	12003891	MORGAN, JAMES				
390	12003907	KEMMERLING, JEFFREY	CASH TRANSPORT, INC			
391	12003914	HENARY, IRVIN JESS	JESCON LLC			
392	12003921	PENNY, JIM F				
393	12003938	GARAY, JOHN EDWARD	J&J TRANSPORTATION SERVICE LLC			
394	12003945	HUNTLEY, JOHN				
395	12003952	LISSEY, KENNETH				
396	12003969	KEPPLER, BRUCE	KEPPLER TRUCKING INC			
397	12003976	FIRLIK, LEE H	LHFIRLIK P&D SERVICES INC			
398	12003983	MEADOWS, DALE LEWIS	MEADOWS CONTRACTING LLC	MEADOWS CONTRACTING INC		
399	12003990	BOSTIC SR , MICHAEL D	M D BOSTIC, INC			
400	12004003	AIELLO, MICHAEL L				
401	12004010	STASENKO, MICHAEL	YANKO ENTERPRISES INC			
402	12004027	SWANSON, MICHAEL	SWANSON DELIVERY SERVICE INC			
403	12004034	WOJNOWSKI, MICHAEL W				
404	12004041	BURTON, MICHAEL WAYNE	BURTON'S FXG LLC	BURTONS FXG LLC	BURTON TRUCKING INC	
405	12004058	KUSTER, MITCHELL D				
406	12004065	MILTKO, EDWARD	MLKO INC			
407	12004072	SULLIVAN, JENNIFER LYNN	MUSTANG SALLY LLC			
408	12004089	ZAPPOLA, NATHAN R	DELUXE DELIVERIES INC			
409	12004096	STOCKER, NEAL DWAIN				
410	12004102	KITZMILLER, PATRICK J	KITZMILLER & SONS TRUCKING INC			
411	12004119	HAFFER, PHILLIP B	PH SHIPPING, INC			
412	12004126	PICKETT, MARK J	PICKETT TRANSPORT LLC	PICKETT TRANSPORT INC		
413	12004133	MCCARTY, PHIL	PLM ENTERPRISES, INC			
414	12004140	BISHOP, QUENTIN	KING KID EXPRESS, INC			
415	12004157	MASH, RICHARD J	R J MASH TRUCKING INC			
416	12004164	FOOR, RICKY L	RICKY L FOOR CO	RICKY L FOOR COMPANY		
417	12004171	FAECHER, ROBERT				
418	12004188	GAINES, ROBERT				
419	12004195	MCVETY, ROBERT	MCVETY, INC			
420	12004201	GRAHAM, RUSSELL				
421	12004218	WHITE, GARRY	S E I INC			
422	12004225	MILLS, SANDY	SOLOMVP INC			
423	12004232	SHEWARD, YVONNA	SHE-WARD INC			
424	12004249	MURRAY, ADAM J	SIBERIAN EXPRESS LLC			
425	12004256	SIDLE, MICHAEL DEAN	SIDLE DELIVERY SOLUTIONS LLC	SIDLE DELIVERY SOLUTIONS INC		
426	12004263	BYRD, STEPHEN				
427	12004270	TOWNSEND, STEVEN				
428	12004287	BOLEN, TENA				
429	12004294	TERAMO, TODD ALAN	TODD A ENTERPRISES LLC	TODD A ENTERPRISES INC	JNT SERVICES INC	
430	12004300	DUQUETTE, TODD				
431	12004317	CORRELL, TOM				
432	12004324	CANTRELL, TRACY	TRACY CANTRELL, INC			
433	12004331	HALL, TRACY WILLIAM				
434	12004348	LONG, VERNON				
435	12004355	LAWRENCE, ADELBERT CORDELL	WORKHORSE LLC	AL LOGISTICS INC		
436	12004362	DIXON, AKMAL M	A O Y INC			
437	12004379	COSTANZO, ARTHUR	ARTHUR J COSTANZO INC			
438	12004386	CATANESE, ATTILIO A				
439	12004393	PLUES, BILL				
440	12004409	TWEEDIE, BILLIE				
441	12004416	HOWELL, BILLY M				
442	12004423	BIVINS, BRIAN C	BIV ENTERPRISES LLC	BIV ENTERPRISES INC		
443	12004430	NAUGLE, DENNIS	BONE DADDY EXPRESS CORP			
444	12004447	BRENNAN, KEN	BRENNAN TRUCKING INC			
445	12004454	MELLOTT, BRENT A	PLM CARGO INC			
446	12004461	KASH, BRENT				
447	12004478	CUTCHER, BRUCE LAWRENCE				
448	12004485	KEATON, DEBBE	BUCKEYE EXPRESS HOME DELIVERY INC			

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449	12004492	CANNON, PATRICK A	CAN DO INC			
450	12004508	SMART, CARSON TODD	CARSON SMART TRUCKING INC			
451	12004515	COOPER, CHRISTOPHER				
452	12004522	ANDERS, DAVID A	D&K ENTERPRISES OF OHIO INC			
453	12004539	OSBORNE, DONNIE A	D & T OSBORNE TRANSPORT SERVICES INC			
454	12004546	WILLIAMS, DARRYL				
455	12004553	DRIVER, DARYL				
456	12004560	MIDCAP, DAVID A				
457	12004577	ALDER, DAVID				
458	12004584	BEATTY, DAVID	BEATTY EXPRESS INC			
459	12004591	CICHRA, DAVID	DAVE CICHRA INCORPORATED			
460	12004607	EMERSON, DAVID HAROLD	SCHOONER EXPEDITING INC			
461	12004614	LEMMON, DAVID HOWARD	DAVID H LEMMON ENTERPRISES, INC			
462	12004621	PAUL, DAVID JASON				
463	12004638	JEFFRIES, DAVID				
464	12004645	WOLVERTON, DAVID JOSEPH	PREMIERE DELIVERIES INC			
465	12004652	STANICK, DAVID MARK				
466	12004669	NEIFER, DAVID				
467	12004676	RUTKAY, DAVID				
468	12004683	HEIMBACH, DAVID WARREN				
469	12004690	WICKLINE, DAVID				
470	12004706	COOPER SR , DEREK W	DCOOP INC			
471	12004713	JOHNSON, DEAN G	DGJ FREIGHT, INC			
472	12004720	HOWARD II, DARNELL	DEAR HOWARD INC			
473	12004737	DELORENZO, VINCENT J	DELO INC			
474	12004744	MCMILLEN, DENNIS JAMES	DJM INNOVATIVE DELIVERIES INC			
475	12004751	MORRIS, DERWIN	MORRIS TRUCKING INC			
476	12004768	SAGER, DON	DLS CAPITAL INC			
477	12004775	STONE, DORIAN				
478	12004782	BAKER, KASSEL ANDREW	DOUBLE K EXPRESS , INC			
479	12004799	ERNEST, TROY SHELBY	ELLA DELIVERY			
480	12004805	EMERSON, EDWARD N	EMERSON EXPRESS INC			
481	12004812	SHARP, ERIC				
482	12004829	POINAR, FRED C	BLACKBELT EXPRESS, INC			
483	12004836	PORTER, JOSEPH G	GARFIELD PROPERTIES			
484	12004843	BATTLE, GARY D				
485	12004850	GRAY, GARY				
486	12004867	VASS, GRANT				
487	12004874	BURTON, GREENVILLE BUCK				
488	12004881	WHITE, GREG N	GW ENTERPRISES INC			
489	12004898	ROBERTS, GREGORY W				
490	12004904	OVERTON, HAROLD JR				
491	12004911	PERZEL, HOLLY M	HMP, TRANSIT, INC			
492	12004928	MORETZ, LARRY	HOPE EXPRESS INC			
493	12004935	IKER, CHARLES M	IKER TRUCKING INC			
494	12004942	BAKER, JACK	SJ BAKER INCORPORATED			
495	12004959	COMPSON, JACK				
496	12004966	RYAN, JACK E				
497	12004973	GERTZ JR, JAMES B				
498	12004980	BANAS, JAMES				
499	12004997	HOY, JAMES L				
500	12005000	MARTIN, JAMES	JAMES MARTIN TRUCKING INC			
501	12005017	MCCONKEY, JAMES				
502	12005024	THOMPkins, JAN				
503	12005031	COTTS, JANDRA LYNN	FOLLOW THE ARROW, INC			
504	12005048	NOVAK, JAYNE				
505	12005055	MAHONE, JOHN D	JDM LLC	MAHONE, INC		
506	12005062	SELF JR, JEFFERY PHILLIP				
507	12005079	ALLWOOD, JEREMY	T&L DELIVERY INC			
508	12005086	LAWSON, JERRY	JSL INC			
509	12005093	SHAFER, JERRY				
510	12005109	BARTON, ERIC	JKI TRUCKING LLC	JKI TRUCKING INC		
511	12005116	SAMIDE, JOE				
512	12005123	CHANEY, JOHN	CHANEY ENTERPRISES INC			



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513	12005130	SLOPKO, JOHN MICHAEL				
514	12005147	BILYEW, JOSEPH				
515	12005154	SHOULTS, JOSEPH	TERMINAL LOGISTICS COORDINATION INC			
516	12005161	HARRIS, SHANE ROBERT	JTH TRUCKING LLC	J T H TRUCKING INCORPORATED		
517	12005178	ELGIE, JUSTIN				
518	12005185	FLOWERS, JUSTIN				
519	12005192	FREDERICK, KEITH C				
520	12005208	KUNTZE, KENNETH	KM KUNTZE INCORPORATED			
521	12005215	GREATHOUSE, KENNETH L				
522	12005222	MILLER, KENNETH				
523	12005239	ROACH, KEVIN				
524	12005246	BENNETT, LARRY				
525	12005253	ANDERSON, LARRY D				
526	12005260	DENSON, LEVI DAVID	DENSON FREIGHT, INC			
527	12005277	PUGH, LINDA M				
528	12005284	LEIST, MYRON	LIQUA FORM INC			
529	12005291	MALDONADO, ANGEL LUIS	LUKAVENTURES INC			
530	12005307	ADKINS, MARK				
531	12005314	SULLIVAN, MICHAEL J	MDE DELIVERY SERVICES, INC			
532	12005321	BUCK, MICHAEL				
533	12005338	ANDERSON, MICHAEL C	M C ANDERSON INC			
534	12005345	FARRELL, MICHAEL THOMAS				
535	12005352	PARR, MICHAEL J				
536	12005369	KRESOWATY, MICHAEL	MOVING FORWARD CLEVELAND INC			
537	12005376	MCAFEE, MICHAEL				
538	12005383	MCNICHOLAS, MICHAEL P				
539	12005390	SHOEMAKER, MICHAEL J				
540	12005406	NAY, MITCH				
541	12005413	MUNIZ, NEIL ARTHUR	NAM FARMS, INC			
542	12005420	WORKMAN JR , NORRIS O				
543	12005437	ROGERS, ANDREW	PACK MAN DELIVERY			
544	12005444	GROSS, PATRICIA				
545	12005451	HAFER, PAUL				
546	12005468	CHITTUM, TONY	PENGUIN'S PARCEL EXPRESS LLC			
547	12005475	VERNON, REGINA A				
548	12005482	REVELS, ELON	REVELS EXPRESS DELIVERY INC			
549	12005499	LYLES, RHONDA				
550	12005505	BERNHARD, RICHARD				
551	12005512	STOLDT, RICHARD WILLIAM				
552	12005529	RICHARDSON, CHARLES	RICHARDSON TRUCKING INC			
553	12005536	BOWMAN, ROBERT	ARCHER DELIVERY INC			
554	12005543	GRANT, ROBERT TIMOTHY				
555	12005550	BLAKE, ROBERT W				
556	12005567	EVERETT, ROBERT WARREN				
557	12005574	WIERZBICKI, ROBERT	WIERZBICKI DELIVERY, INC			
558	12005581	ALBERINO, RODNEY				
559	12005598	CARSON, RODNEY S				
560	12005604	PESHLAKAI, KENNY A	ROUGHNECK TRUCKING, INC			
561	12005611	RUCINSKI, EDWARD R	RUCINSKI INC			
562	12005628	MILLER, RUSSELL				
563	12005635	GRIFFITHS, TIMOTHY	SCUBA STEVE TRUCKING INC			
564	12005642	WINTROW, SCOTT C	SDJC, INC			
565	12005659	DUNMIRE, SEAN	SEAN DUN 4 LLC	SEAN DUN 4 INC		
566	12005666	RICHARDS, SHELLEY LOREEN	GUINN TRANSPORT INC			
567	12005673	DENNIS, ADAM DAVID	SHOOTER TRUCKING LLC			
568	12005680	HESS, STEPHEN V	PATHFINDERS OF MEDINA COUNTY INC			
569	12005697	MANNA, RICHARD CHARLES	STERJ LLC			
570	12005703	DUENNE, STEVEN W				
571	12005710	CZARNECKI, WALTER	STW TRANSPORT LLC			
572	12005727	MORRIS, TRACY	T MORR DELIVERIES INC			
573	12005734	OROLIN, MARK J	TAKE DOWN EXPRESS			
574	12005741	WINGETT, TERRY				
575	12005758	MCKNIGHT, THOMAS				
576	12005765	GIBBONS, TIMOTHY				

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577	12005772	GIERKE, TODD	GIERKE INC			
578	12005789	RADY, TODD				
579	12005796	CHRISMAN, THOMAS L	T CHRISMAN TRUCKING LLC	T CHRISMAN TRUCKING INC		
580	12005802	GORSUCH, TRAVIS				
581	12005819	TRAVIS, DAVID	TRAVIS TRANSPORT INC			
582	12005826	SHAFFER, VIRGINIA				
583	12005833	RIFFE III, WALDEN RAY				
584	12005840	MCGAHA, WAYNE				
585	12005857	DANIEL, WILLIAM E	DANIEL P & D INC			
586	12005864	SHANCEY, WILLIAM ROBERT				
587	12005871	BLACK, WILLIAM ROSS				
588	12005888	WOLTER, DONALD	WOOGIE CARGO LLC			
589	12005895	COLE, WILLIAM S	WSC DELIVERY SERVICES LLC	WSC DELIVERY SERVICE INC		
590	12005901	CARPENTER, ROBERT	ZEBAR ENTERPRISES, INC			
591	12005918	RAFFAI, ZOLTAN				
592	12005925	BOWMAN, JOHN R	110% SERVICE INC			
593	12005932	JACOBS, ANDREW	A JACOBS INC			
594	12005949	FREEMAN, ANDRE L	L & R INCORPORATED	ADTE, INC		
595	12005956	KOTERBA, MICHAEL P	AERO EXPRESS, INC			
596	12005963	LOWERY, ALAN				
597	12005970	SALT, ALBERT E				
598	12005987	CASTILLO, ALEXANDER J	ALCAS LOGISTICS INC			
599	12005994	BADRAN, ALI MALEK				
600	12006007	STIGGERS, ALTON EDWARD				
601	12006014	COLEMAN, ANTHONY EDWARD	VASTASCAN, INC			
602	12006021	SHAW, ANTHONY ROMELLE	A R SHAW, INC			
603	12006038	PIEPER, APRIL				
604	12006045	LOPEZ, AMAURY	ARL DELIVERED INC			
605	12006052	GILL, BARRY A	BAG ENTERPRISES INC			
606	12006069	SECREST, BARRY				
607	12006076	TUCKER, BENJAMIN	TUCKER TRUCKING INC			
608	12006083	BERRY, BLAKE				
609	12006090	BRECKENRIDGE, ROBERT	BOBS TRUCKING	BRECKENRIDGE TRUCKING INC		
610	12006106	LAW, BONNIE C				
611	12006113	RICHARDSON, BRAD				
612	12006120	SHOEMAKER, BRADLEY				
613	12006137	HUDOCK, STEPHEN	C&S FREIGHT INC			
614	12006144	CARPENTER, THOMAS ARTHUR	CARPENTER EXPRESS INC			
615	12006151	KANKIEWICZ, DEAN	CDK RANCH INC			
616	12006168	CERMAK, JAMES	CERMAK INC			
617	12006175	KESSINGER, CHARLES E				
618	12006182	MCMANNIS, CHARLES				
619	12006199	ARVAY, CHRIS				
620	12006205	MAHONEY, CHRIS				
621	12006212	TAYLOR, CHRIS				
622	12006229	CICCONE, CHRISTOPHER	C J CICCONE INCORPORATED			
623	12006236	HOGG, CHRISTOPHER				
624	12006243	BROWN, CLYDE MICHAEL				
625	12006250	BLACKFORD, BRANDON T	CROSSROADS TRUCKING & DELIVERY INC			
626	12006267	YOUNG, CURTIS				
627	12006274	BARTOK, DANIEL J	D&A BARTOK LLC	D&A BARTOK INC	VICAS LOGISTICS INC	
628	12006281	BAIR, DOUGLAS E	D BAIR CORPORATION			
629	12006298	BROWN, DANIEL DOUGLAS	DANIEL BROWN INCORPORATED			
630	12006304	GREUNKE, DAN				
631	12006311	FORAKER, DANA				
632	12006328	BUCKLEY, DANIEL	DAN BUCKLEY, INC			
633	12006335	PEAKE, DANIEL JAMES				
634	12006342	STUDNIARZ, DANIEL M	DANSTUD, INC			
635	12006359	SMITH, DANIEL RAYMOND				
636	12006366	OSBUN, DAVID JOHN				
637	12006373	TANIER, DAWN R				
638	12006380	DRIVER, DEBORAH	DEB'S DELIVERY SERVICE, INC			
639	12006397	MORGAN, KENNETH A	DELIVERED 182 INC			
640	12006403	SOLTIS, DENNIS E	DENNIS E. SOLTIS ENTERPRISES INC			

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641	12006410	DORST, DAVID	DORST ENTERPRISES INC			
642	12006427	MANSUY, EDWARD				
643	12006434	COVEN, ERIC J				
644	12006441	WILSON, ERICK	WILSON PACKAGE DELIVERY INC			
645	12006458	WIGGINS, FRED	F&T EXPRESS INC	FW CARRIERS INC		
646	12006465	FAGAN, SHARON	F A S DELIVERY SERVICE			
647	12006472	SEIBERT, FREDERICK L	F L S EXPRESS INC			
648	12006489	BUNGE, NANCY	FEDEX HILL, INC			
649	12006496	MOORE, FELIX				
650	12006502	GREER, WILLIAM	FIRST GREER SERVICES INC			
651	12006519	FORTUNATO, KENNETH	FORTUNATO INCORPORATED			
652	12006526	GABBAS, GALYM UMIRZAKULY				
653	12006533	WILSON, GEORGE GAMALIEL				
654	12006540	MACHADO, ERIK	MACHADO DELIVERY INC			
655	12006557	GIACHERIO, CHRIS R	GIACHERIO INC			
656	12006564	JOSEPH, GARY	GJ TRANSPORT USA LLC			
657	12006571	FIEGEL, GREG				
658	12006588	HARTGER, BRAD R	HARTGER GROUP INC			
659	12006595	HARTMAN, HARRY A	HARTMAN TRUCKING LLC	HARTMAN TRUCKING, INC		
660	12006601	HECKLER, DANIEL G	HECKLER ENTERPRISES INC			
661	12006618	SIMONS, JON	J SIMONS ONE INC	JMS ONE LOGISTICS INC		
662	12006625	WELLS, JOSEPH MICHAEL	JW DELIVERY LLC	JON-JACOB DELIVERY INC		
663	12006632	ZEHEENDNER, JOHN	J&Z CORP			
664	12006649	EVANS, JOHN WILLIAM	J EVANS ENTERPRISES INC			
665	12006656	NEDOLAST, JACQUELINE LOUISE				
666	12006663	SOLOMON, JAMES D				
667	12006670	PATTERSON, JAMES EARL	JAMES E PATTERSON LLC			
668	12006687	EDER, JAMES				
669	12006694	FARRELL, JAMES				
670	12006700	MCGOVERN, JAMES	MN & K, INC			
671	12006717	MILLER, JAMES ALLEN				
672	12006724	BLAKE, JASON				
673	12006731	PRICE, JASON H	JASON PRICE , INC			
674	12006748	NATIONS, JEFF T				
675	12006755	PETRILLI, JIM				
676	12006762	BALL, JIMMY E				
677	12006779	MAXWELL, JOHN	JDMAP INC			
678	12006786	MITCHELL, JORDY BLAINE				
679	12006793	MILLER, JUSTIN L				
680	12006809	MILLER JR , JEFFREY VERNON	JVM CAPITAL HOLDINGS LLC	JVM CAPITAL HOLDINGS, INC		
681	12006816	BAKER, KAREN ELIZABETH	K AND K DELIVERY SERVICES INC			
682	12006823	KILGOUR, KENNETH				
683	12006830	GRAVES, KERRY				
684	12006847	KEY, JOHN	KEY COURIER			
685	12006854	SLOPKO, KIMBERLY ANN				
686	12006861	GREEN, DENNIS	KING KID INC			
687	12006878	ADLER, LARRY				
688	12006885	KERR, LARRY D				
689	12006892	MILLER, LORI				
690	12006908	NYARI, LOUIS	LOU NYARI'S TRUCKING CO			
691	12006915	LUFF, JASON B	LUFF TRUCKING LCL	BUCKEYE TRANSPORTATION INC		
692	12006922	BODEY, MARK	M A BODEY INC			
693	12006939	WILKINSON, MARK A				
694	12006946	LAMB, MARK				
695	12006953	TOTZ, MARK				
696	12006960	HUFFMAN, MATTHEW	MATMAN EXPRESS INC			
697	12006977	SCHERLER, MATT				
698	12006984	DENNERLEIN, MATTHEW	DD MAC SERVICES, INC			
699	12006991	OUTZS, MICHAEL				
700	12007004	BARCIKOWSKI, MICHAEL R	MRB DELIVERY, INC			
701	12007011	HOLLOWNICZKY, MICHAEL S				
702	12007028	FLETCHER, MICHAEL T	MMA CREW LLC			
703	12007035	DADO, RALPH C	NCOM PACKAGING LLC	NCOM PACKAGING, INC		
704	12007042	MADKOUR, TAREK	NEHMEH INC			

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705	12007059	MONTAGNER, NICK				
706	12007066	NIEMET, ROBERT LEO	NIEMO INCORPORATED			
707	12007073	ELLIOTT, PATRICK M				
708	12007080	KELLY, PAUL				
709	12007097	NESBITT, PAUL				
710	12007103	VASKO, PAUL				
711	12007110	DEMPSEY, PATRICK	PMD ASSOCIATES			
712	12007127	VANBIBBER, QUENTIN L	POINT-TO-POINT SHIPPING INC			
713	12007134	STEVENSON, PAUL RUSSELL	PRS EXPRESS INC			
714	12007141	OUAHIDY, REDA	OUAHIDY INC			
715	12007158	DILLIE, DAVID	R&D EXPRESS LLC	DKD EXPRESS INC		
716	12007165	FARMER, RANDY				
717	12007172	GRIFFITHS, RICHARD	BUSY BEAVER TRUCKING INC			
718	12007189	WOOD, ROBERT A				
719	12007196	ALLEN, ROBERT	ROBERT ALLEN TRUCKING INC			
720	12007202	BARON, ROBERT B	BLACK SQUIRREL DELIVERY INC			
721	12007219	GARBER, ROBERT				
722	12007226	GRIMM, ROBERT				
723	12007233	KENNARD, ROBERT				
724	12007240	PASKEY, ROBERT LEE	SIMONDOG INC			
725	12007257	SOSBE, ROBERT R				
726	12007264	CASTLE, RONALD				
727	12007271	HICKS, RONALD				
728	12007288	MOSELY, ROY				
729	12007295	VELO, ROBERT	RV EXPRESS LLC	VELO ENTERPRISES INC		
730	12007301	BOGENRIFE, RYAN JAMES				
731	12007318	BOCKELMAN, STEVEN	RYAN SYSTEMS LLC	RYAN SYSTEMS INC		
732	12007325	CARR, SHAWN				
733	12007332	NEAL, SHAWN				
734	12007349	LEGG, SHAWN TYLER				
735	12007356	DAVIS, CECIL	SOUTHERN STYLE TRUCKING LLC			
736	12007363	BAILEY, TORIANO	T & S EXPRESS INC			
737	12007370	GARDNER, THOMAS	T GARD COURIERS LTD			
738	12007387	WENZLICK, THOMAS	T WENZLICK TRANSPORT INC			
739	12007394	TERRELL, THOMAS R	T TERR TRUCKING INC			
740	12007400	RICHARDS, SCOTT	TAYRA LLC			
741	12007417	FOX, TERENCE A				
742	12007424	SMITH, THAD E	TZ LOGISTICS INC			
743	12007431	HODGE, RITA	THE COLT EXPRESS COMPANY			
744	12007448	HANNON, THOMAS J P				
745	12007455	SMITH, TIM	T & D TRANSPORT INC			
746	12007462	KALASEK, TIMOTHY	TKALASEK INC			
747	12007479	PILLIFANT, TIMOTHY	TAP P&D, INC			
748	12007486	WESLEY, TIMOTHY				
749	12007493	MCCORT, TODD	TODDS EXPRESS INC			
750	12007509	YOUNG, TONY				
751	12007516	WATSON, JAMES	TRI FLORAL DELIVERY SERVICE			
752	12007523	SAINÉ, VICTOR				
753	12007530	WALKER, MARC	WALKER FXG LLC			
754	12007547	PHILLIPS, WALTER J				
755	12007554	WASSIL, PHILIP	WASSIL VALLEY SERVICE LIMITED			
756	12007561	YOUNG, WESLEY	WES COAS INC			
757	12007578	PRICE, WILLIAM E				
758	12007585	JOHNSON, WILLIAM				
759	12007592	WICKMAN, WILLIAM				
760	12007608	WYSE, DUSTIN R	WYSE GUY LLC			
761	12007615	YOUNG, LARRY	YOUNG TRANSPORTATION LLC	YOUNG TRANSPORTATION INC		
762	12007622	WEISS, CHRISTOPHER JOHN	COREZONE INVESTMENTS LLC			
763	12007639	JOHNSON, DALE E	AIR 99 INC			
764	12007646	WATKINS, CLINT				
765	12007653	COLOMBO, CRAIG S	TYMAC OF STRASBURG LTD	TYMAC OF STRASBURG INC		
766	12007660	DEMARCO, JAMES E	DEMARCO CONTRACTING INC			
767	12007677	DERAN, DAVID H	XJ12 LEASING LLC	DHS ENTERPRISES 1 LLC	DHS ENTERPRISES	XJ12 REPAIR INC
768	12007684	WILLIAMS, RYAN	DOMINION GROUND & HOME DELIVERY	DOMINION GROUND-HOME DELIVERY INC		

# Exhibit A: OH Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
769	12007691	MITCHELL, DANA ANSON	E & T TRANSPORT, INC			
770	12007707	HAAS, GREG	GW HAAS LTD			
771	12007714	HECKLER, DANIEL G	HECKLER ENTERPRISES INC			
772	12007721	HITE, JACK	HOCH TRANSPORT INC			
773	12007738	CHRISMAN, JOSHUA A	J CHRISMAN TRUCKING LLC	J CHRISMAN TRUCKING LLC	J CHRISMAN TRUCKING INC	
774	12007745	STEINER, JAMES H	JHCA INVESTMENTS LLC			
775	12007752	BIEN, ROBERT	RJB EXPRESS LLC			
776	12007769	BIEN, JASON EDWARD	RJB EXPRESS LLC	RJB EXPRESS INC		
777	12007776	WOLFE, JASON				
778	12007783	HILL, JESSE J	MOVING FORWARD CLEVELAND	MOVING FORWARD CLEVELAND INC		
779	12007790	MILLER, KIM E				
780	12007806	BISHOP, QUENTIN	KING KID EXPRESS, INC			
781	12007813	BIVINS, BRIAN C	BIV ENTERPRISES LLC	BIV ENTERPRISES INC		
782	12007820	KRESOWATY, MICHAEL	MOVING FORWARD CLEVELAND INC			
783	12007837	STRAUSBAUGH, DAVID L	MLDLS ENTERPRISES INC			
784	12007844	MOORE, MARYJO	MJ MOORE'S P&D SERVICE INC			
785	12007851	MOORE, EDWARD E	MOORE'S P&D SERVICE	MOORE'S P & D SERVICE, INC	MJ MOORE'S P&D SERVICE INC	
786	12007868	BELL, NATALIE ANN				
787	12007875	MCDONALD, NATHAN P				
788	12007882	CARPENTER, ROBERT	ZEBAR ENTERPRISES, INC			
789	12007899	HINES, PATRICK	R S TRUCKING INC			
790	12007905	GRIMES, BRETT	BRETT GRIMES TRANSPORT INC	B G GRIMES ENTERPRISES, INC		
791	12007912	BIEN, ROBERT	RJB EXPRESS LLC			
792	12007929	SCHIEBER, ROBERT MARK	RMS DELIVERY LLC	AWESOME DRIVE! DELIVERY INC		
793	12007936	BOLER, ROGER A				
794	12007943	CLARK, RON	RON CLARK INC			
795	12007950	GETTYS, RONALD R				
796	12007967	KOBUS, THEODORE R				
797	12007974	COLLINS, SHANNON M	C O D LLC	LWA TRUCKING, INC		
798	12007981	STUPI, THOMAS J	TS AGENCY INC	TOM STUPI AGENCY INC		
799	12007998	CARPENTER, THOMAS JAMES				
800	12008001	TISONE, VINCENT C	VCT TRANSPORT, INC	VCT TRANSPORT INC		
801	12008018	WELLS, DAVID	WELLS TRUCKING LLC	WELLS TRUCKING, INC		
802	12008025	WEST, WILLIAM	W D WEST INC			
803	12008032	BELL, CHARLES ANDREW	NEW WORLD DISTRIBUTING LLC			
804	12008049	DAUGHERTY, CHARLES R	CT MORGAN LLC	CT MORGAN INC		
805	12008056	GILPIN, TIMOTHY	GILPINS HOME DELIVERY	GILPIN DELIVERY, INC		
806	12008063	GILPIN, TIMOTHY	GILPINS HOME DELIVERY	GILPIN DELIVERY, INC		
807	12008070	SEIBERT, BRIAN				
808	12008087	LESHER, MICHAEL DENNIS				
809	12008094	COYLE, DONALD KENT				
810	12008100	KINMAN, JASONSCOTTKINMANKT SCOTT				
811	12008117	FLOYD, ROBERT	SILVERLAKE LOGISTICS LLC			
812	12008124	HOFFART, TOM R				
813	12008131	MAHAGAN, ARTHUR				
814	12008148	EDMONDS JR, SHERMAN	J & S TRANSPORT LTD			
815	12008155	HILGENDORF, THOMAS	ASHLAND WINDOWS-DOORS & MORE			
816	12008162	ROMES, RONALD L	R L ROMES INC			
817	12008179	SMITH, PAUL DAVID				
818	12008186	HAMMON, JOHN M				
819	12008193	WHITE, BRIAN				
820	12008209	BROWN, NORMAN				
821	12008216	JONARD, ROBERT TOD				
822	12008223	FRASURE, LESLIE	FRASURE TAXIDERMY			
823	12008230	MORRIS, MARK				
824	12008247	GILPIN, TIMOTHY	GILPINS HOME DELIVERY	GILPIN DELIVERY, INC		
825	12008254	ELLIOTT, RICHARD A	RICHARD A ELLIOTT TRANSPORT, INC			
826	12008261	MOORE, DONALD WAYNE	B A K K INC			
827	12008278	GARVIN, SCOTT	S E S E INC			
828	12008285	SIBENALLER, PAUL				
829	12008292	CROOK, CHRIS W				
830	12008308	BARDELANG, WILLIAM	GLOBAL DRIVER RESOURCES INC			
831	12008315	COLE, CATHY ANN				
832	12008322	STRAIT, STEVEN M	S & L TRUCKING OF IRONTON INC			

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
833	12008339	HILL, GREGORY	WOLF CREEK ENTERPRISES INC	MULE HEAD VENTURES INC	MULE HEAD VENTURES INC DBA FOUR HILLS GROUP INC	
834	12008346	LOCKWOOD, MICHAEL KENNEDY				
835	12008353	MATNEY, RICHARD	MATNEY ENTERPRISES INC			
836	12008360	ELLIS III, BOBBY JOE	BJE, INC			
837	12008377	TACKETT, MATTHEW P	MATTGYVER INC			
838	12008384	CLARK, JOANN				
839	12008391	ROTUNDO, MICHAEL				
840	12008407	GEE, JAMES DAVID	J D GEE INC	J D GEE INC	GEE PLUS 3 INC	
841	12008414	STRATTON, RICHARD T				
842	12008421	SPITZER, ROB S	RTS INC			
843	12008438	MAXWELL, CHRISTOPHER				
844	12008445	HAGUE, ALBERT	TAJJ INC			
845	12008452	MARCUM, RICH				
846	12008469	NANCE, MIKE	NANCE TRUCKING	NANCE TRUCKING INC		
847	12008476	GEE, JAMES DAVID	J D GEE INC	J D GEE INC	GEE PLUS 3 INC	
848	12008483	ALIFF, JAMES EARL	DOWN TO EARTH DELIVERIES INC			
849	12008490	HICKENBOTTOM, DAVID				
850	12008506	WHITE, RONALD TODD	RT WHITE TRUCKING CO INC			
851	12008513	SEBASTIAN, CRAIG				
852	12008520	LEGAN, THOMAS	LEGAN TRANSPORT INC			
853	12008537	FLOYD, ROBERT	SILVERLAKE LOGISTICS LLC			
854	12008544	CARSKADAN, SCOTT	STC SERVICES INC			
855	12008551	MCCARVER, FLOYD CORNELIUS				
856	12008568	DAVIS, GARY DALE	GARY DAVIS, INC			
857	12008575	MATHIS, BARRY K	BARREBA INC			
858	12008582	LEEDY, LARRY R	LRL INCORPORATED			
859	12008599	SUMNER, DONALD A				
860	12008605	STEAGALL, JEFFERY B	C AND P DELIVERY, INC			
861	12008612	MACHADO, ERIK	MACHADO DELIVERY INC			
862	12008629	CARPENTER, RONALD				
863	12008636	LYNCH, ERIC				
864	12008643	DEHAVEN, BRUCE	FREEBIRD ENTERPRISES INC			
865	12008650	SHORT, PAUL EDWARD				
866	12008667	WILLIAMS, CRAIG				
867	12008674	SORG, DAVID	OPD PROPERTIES LLC	SORG PROPERTIES LLC	SORG PROPERTIES INC	
868	12008681	HANSON, ERIC				
869	12008698	WEST, RONNIE				
870	12008704	STEWART, PATRICIA				
871	12008711	NANCE, MIKE	NANCE TRUCKING	NANCE TRUCKING INC		
872	12008728	BROWN, TOBY	HUNTER BROWN TRANSPORT INC			
873	12008735	FRASURE, LESLIE	FRASURE TAXIDERM			
874	12008742	LEEDY, LARRY R	LRL INCORPORATED			
875	12008759	GARVIN, SCOTT	S E S E INC			
876	12008766	GEE, JAMES DAVID	J D GEE INC	J D GEE INC	GEE PLUS 3 INC	
877	12008773	WELLS, SCOTT				
878	12008780	MARCUM, GREGORY ALLEN	MARCBROWN TRUCKING INC			